

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

THE HANOVER INSURANCE COMPANY, a  
New Hampshire corporation,

Plaintiff,

v.

VAZZANA UNDERGROUND  
CONSTRUCTION INC., a California  
corporation; WESTERN STATES FIRE  
PROTECTION COMPANY d/b/a STATEWIDE  
FIRE PROTECTION, a Minnesota corporation;  
SELECT BUILD NEVADA, INC., a Delaware  
corporation; FREHNER MASONRY, INC., a  
Nevada corporation; THE TIBERTI COMPANY,  
a Nevada partnership; S.B.A. DEVELOPMENT,  
INC. d/b/a ROYAL CONSTRUCTION  
COMPANY, a Nevada corporation; and  
SPINNAKER HOMES VII, LLC, a Nevada  
limited liability company,

Defendants.

Case No. 2:11-cv-000470-GMN-RJJ

**DEFAULT JUDGMENT AGAINST  
DEFENDANTS S.B.A. DEVELOPMENT,  
INC. d/b/a ROYAL CONSTRUCTION  
COMPANY AND SPINNAKER HOMES  
VII, LLC**

This matter having come before the Court on Plaintiff The Hanover Insurance Company's ("Hanover") Motion for Entry of Default Judgment Against Defendants S.B.A. Development, Inc. d/b/a Royal Construction ("SBA") and Spinnaker Homes VII, LLC ("Spinnaker") (collectively "Indemnitor Defendants"), having reviewed the pleadings of record and the Affidavits submitted by Hanover in connection therewith, the Court finds that the Indemnitor Defendants were regularly served with process and failed to appear and answer Hanover's Complaint within the time period

1 prescribed by law, that the default of the Indemnitor Defendants was duly entered by the Clerk of this  
2 Court, that Hanover's claim is for a sum certain, that the Indemnitor Defendants are neither infants or  
3 incompetent, and that Hanover is entitled to the relief requested.

4 Based upon the foregoing findings and good cause appearing therefore;

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Hanover be awarded  
6 Judgment against the Indemnitor Defendants, jointly and severally, for the following relief:

7 1. Judgment in the principal sum of \$50,000.00, representing reimbursement of Hanover's  
8 reasonably expected loss under the Bond, and Hanover's demand for collateral security pursuant to the  
9 terms of the Indemnity Agreement;

10 2. Attorneys' fees in the amount of \$39,058.20;

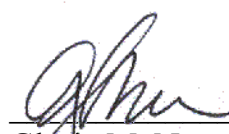
11 3. Costs in the amount of \$1,864.16;

12 4. Post judgment interest at the rate of 10%;

13 5. A permanent injunction is hereby issued immediately restraining and enjoining the  
14 Indemnitor Defendants from liening, dissipating, selling, transferring, disposing of, securing,  
15 secreting, or otherwise diverting any assets and property, including realty, personal and mixed, owned  
16 by the Indemnitor Defendants, and property in which they have an interest, unless and until Hanover  
17 receives the funds described above in paragraphs (1) through (4);

18 6. Hanover is granted a lien upon all assets and property, including realty, personal and  
19 mixed, owned by the Indemnitor Defendants, and property in which they have an interest. Such lien  
20 shall secure Hanover against any loss that it has or may sustain or incur by virtue of having executed  
21 the License Bond on behalf of SBA. Such liens shall be in the total amount described in paragraphs  
22 (1) through (4) above, and shall remain in effect unless and until Hanover receives the funds described  
23 above in paragraphs (1) through (4).

24 **DATED** this 5th day of July, 2011.

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27 Gloria M. Navarro  
28 United States District Judge